



**TASK ORDER NO. 2017-01 FOR
MASTER AGREEMENT FOR
MISCELLANEOUS ENGINEERING SERVICES
(Wastewater Collection Facilities PER)
CITY OF ELGIN**

City Project No. _____

Consultant Project No. 33-17-009

THIS TASK ORDER, entered into this ____ day of September, 2017, between The City of Elgin, Oregon, hereinafter referred to as the CITY, J-U-B ENGINEERS, Inc., hereinafter referred to as the J-U-B, is subject to the provisions of the **Master Miscellaneous Engineering Agreement for RFP issued March 14, 2017, and signed on September 25, 2017**, hereinafter referred to as the AGREEMENT.

WITNESSETH:

WHEREAS, the CITY intends to Develop a USDA Preliminary Engineering Report of the City's wastewater facilities to SEARCH Grant and IFA Technical Assistance Grant requirements.

hereinafter referred to as the PROJECT; NOW, THEREFORE, the CITY and J-U-B ENGINEERS, Inc. in consideration of their mutual covenants herein agree in respect as set forth below:

CITY INFORMATION AND RESPONSIBILITIES:

The CITY will provide to J-U-B the data and/or services specified in the AGREEMENT.

In addition, the CITY will furnish to JUB items ...as Stipulated in Attachment 1

SERVICES TO BE PERFORMED BY CONSULTANT:

J-U-B will ...as Stipulated in Attachment 1

SCHEDULE OF SERVICES TO BE PERFORMED:

J-U-B will perform said services within _____ calendar days of the date of this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE:

The CITY will pay J-U-B for its services and reimbursable expenses as follows:

...as Stipulated in Attachment 1

File Folder Title: Elgin Wastewater Collection System PER

Remarks: _____

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER AGREEMENT as of the day and year first above written.

CITY: City of Elgin
180 N. 8th Street, PO Box 128
Elgin, OR 97827

CONSULTANT: J-U-B ENGINEERS, Inc.
1201 Adams Ave
La Grande, OR 97850

CITY ADMINISTRATOR APPROVAL:

By: Brock Eckstein

Name/Title: Brock Eckstein, City Administrator

By: John Garlitz

Name/Title: John Garlitz, P.E., Oregon Area Manager

MAYOR APPROVAL:

By: Allen L. Duffy

Name/Title: Allen Duffy, Mayor

PUBLIC WORKS APPROVAL:

By: Dan Larman

Name/Title: Dan Larman, Public Works Supervisor

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

FOR

City of Elgin

Wastewater Collection System Preliminary Engineering Report (PER)

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and the City of Elgin to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The City of Elgin (City) collects, treats, and disposes municipal wastewater through an Oregon DEQ (ODEQ) NPDES Permit (Permit No. 101606). In the spring of 2017 significant infiltration and inflow (I/I) entered into the wastewater system causing a Sanitary Sewer Overflow (SSO) event at the manhole located at Columbia & 3rd Street, a permit violation for BOD5 percent removal, and a permit violation for TSS percent removal. The permit violations resulted in a ODEQ Enforcement Warning Letter (2017-WL-2771), dated July 13, 2017 being issued to the City of Elgin.

The City requires the current condition of the collection system to be documented, analyzed, evaluated, prioritized by need and type of mitigation (rehabilitation or replacement), and create a prioritization plan which can be implemented based on available City funds and funding options. In order for the implementation plan to be eligible for State and Federal Funding, the plan must be developed within a Preliminary Engineering Report (PER) that follows the USDA PER guidelines (Bulletin 1780-2) which includes an analysis of technical feasible alternatives and proposes a specific course of action (implementation plan). The PER needs to be approved by USDA and adopted by the City Council.

The City received a USDA Search Grant and an IFA Technical Assistance Grant to develop the PER. USDA understands that I/I contribution from private laterals can be a significant contributor and requires incorporating CCTV inspections (which the City has been completing) and an analysis of private laterals. Additionally, the analysis will include smoke testing.

J-U-B will develop a Preliminary Engineering Report (PER) that meets sound engineering principles, industry standards, and the USDA Bulletin 1780-2 PER planning guidelines. The general outline of the PER is shown on the following table:

Anticipated Wastewater Collection Facilities PER Table of Contents
Executive Summary
Chapter 1 – Introduction and Background
Chapter 2 – Existing System Summary & Condition Assessment
Chapter 3 – Identified Improvements
Chapter 4 – Development of Alternatives
Chapter 5 – Screening & Selection of Alternative
Chapter 6 - Implementation Plan

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. City reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. Related wastewater facilities work may include, but is not limited to, design, bidding assistance, construction administration, environmental clearances, funding assistance of required infrastructure.

TASK 001 – PROJECT ADMINISTRATION & COMMUNICATION

J-U-B will oversee project tasks and coordinate with the City representatives to manage the scope, schedule, budget, and work plan. Invoices will be prepared and submitted to the City on a monthly basis and include a brief outline of work accomplished during the billing period.

J-U-B will organize, participate, and document outcomes of various meetings/presentations with the City. The anticipated meetings include:

- a) Kickoff meeting with City staff & leadership.
- b) Presentation of the PER to the City Council.

Other meetings directly with City staff will be completed as part of other Tasks.

Deliverables:

- (i) Monthly invoices and project status reports.
- (ii) Meeting agendas and minutes.

TASK 002 – DATA COLLECTION, ANALYSIS, & CONDITION ASSESSMENT

J-U-B will review the CCTV information, provide smoke testing equipment to City staff and assist the City in Smoke Testing the collection system. J-U-B will complete an analysis and condition assessment based on CCTV information, smoke testing results, pipe material, age, and I/I susceptibility. A risk score will be developed based on engineering standard of practice and previous assessments J-U-B has completed utilizing USDA funds. Private laterals will be identified to the greatest extent possible with CCTV and smoke testing results.

Deliverables:

- (i) None. Information will be used in subsequent tasks.

TASK 003 – COLLECTION FACILITIES EVALUATION, PRIORITIZATION, & ALTERNATIVES DEVELOPMENT

This task will review the information developed in Task 002 and will identify improvements for each system element. Replacement options include cut & cover pipe and private lateral replacement and full MH replacement. Pipe and private lateral rehabilitation options include, cured-in-place pipe (CIPP), sliplining, pipe bursting, or other trenchless technology that may be possible instead of full pipe replacement. Manhole rehabilitation options include chemical grouts, cementation, chimney sealing, or other technologies that may be that may be possible instead of full MH replacement. All replacement will meet Oregon & City Standards for construction and all rehabilitation will meet Oregon standards NASSCO performance specification guidelines. Surface condition and restoration for each improvement will be documented and aligned with future road repairs and improvements to minimize cost and public impacts.

The improvements will be given an overall priority rating, an opinion of cost, and prioritized. Cost opinion methodology will be based on historical bid prices of comparable projects and developed to a Class 4 AACE level (-30% to +50%)

Alternatives will be developed, include a No Action alternative, summarized, compared, and screened. A

recommended alternative will be provided to the City for staff and Council selection.

Deliverables:

- (i) Review meeting with City staff to obtain input and direction of the condition assessments, identified improvements, and priority rating for each segment.
- (ii) Review meeting with City staff to obtain input and direction of the developed alternatives, comparison, screening, and draft recommended alternative.

TASK 004 –IMPLEMENTATION PLAN DEVELOPMENT

This will take the deliverables from Task 003 and develop an Implementation Plan denoting the improvements and timeline associated with designing and installing the recommended alternative. The implementation plan will be developed in a manner that the plan can advance for USDA and/or IFA funding in multiple funding cycles.

Deliverables:

- (i) Review meeting with City staff to obtain input and direction on the draft Implementation Plan.

TASK 005 – DRAFT PRELIMINARY ENGINEERING REPORT

J-U-B will take the work products developed in prior tasks and develop the Preliminary Engineering Report (PER) in accordance with the USDA guidelines (Bulletin 1780-2). One review period/iteration is assumed. More iterations or modifications are considered out of scope and an increase in fee estimate will be required.

Deliverables:

- (i) Draft PER for City input and direction.

TASK 006 –AGENCY SUBMITTAL OF PRELIMINARY ENGINEERING REPORT

Based on the City's review comments of the draft PER, J-U-B will incorporate comments and prepare the final PER for Agency (USDA) Submittal. One review period/iteration is assumed. More iterations or modifications are considered out of scope and an increase in fee estimate will be required.

Deliverables:

- (i) Final PER for Agency Submittal.

TASK 007 –FINAL PRELIMINARY ENGINEERING REPORT FOR COUNCIL APPROVAL

J-U-B will incorporate any agency review comments and upon Agency approval, provide the City with a final PER for Council adoption. One review period/iteration is assumed. More iterations or modifications are considered out of scope and an increase in fee estimate will be required.

Deliverables:

- (i) Final PER for Council Adoption.

Future Tasks not included in this task order but can be added with addenda include:

- Funding Assistance
- Environmental Report
- Final Design

- Assistance during Bidding
- Construction Administration and Construction Engineering
- Construction Closeout.

B. **CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Provide J-U-B with all criteria and full information as to the City's requirements for the project, including planning objectives and constraints, space, capacity, and performance requirements, flexibility, expandability, and any budget limitations.
2. Furnish to J-U-B any other available information pertaining to the project including reports and data relative to previous plans.
3. Follow J-U-B's assessment of initially available project information and data, and upon J-U-B's request, furnish or otherwise make available such additional project related information and data as is reasonably required to perform services under the agreement.
4. Authorize J-U-B to provide additional services as required and directed by the City.
5. Arrange for safe access and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under the agreement.
6. Examine all alternatives, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by J-U-B (including obtaining advice of an attorney, insurance counselor, or other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decision pertaining thereto.
7. Provide and pay for reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by J-U-B and such reviews, approvals, and consents from others may be necessary for completion of each phase of the project.
8. Recognize and acknowledge that J-U-B's services do not include the following services:
 - a. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the project as City requires, Contractor requires, or J-U-B reasonably requests.
 - c. Such auditing services as the City requires to ascertain as to how or for what purposes Contractor has use the money's paid.
 - d. Master planning for unsewered areas within the City Limits and Urban Growth Boundary.
 - e. System Development Charges per ORS 233.297-.314.
 - f. Pilot Studies
9. Provide copies of past reports, studies, record drawings, operation and maintenance manuals, equipment cut sheets, and design criteria, correspondence with regulatory agencies, etc. pertaining to the wastewater treatment plant performance.
10. Obtain samples for laboratory analysis and pay for analytical work.
11. Provide WWTP influent, effluent, and process monitoring data for the WWTP.
12. Provide existing sewer collection system flow information.
13. Provide information regarding assessment of conditions of existing facilities.

PART 2 - SCHEDULE OF SERVICES

- A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Description	Anticipated Schedule
001 - 007	Final PER for Council Adoption	Within 3 months from NTP

J-U-B will make reasonable efforts to complete the services within the anticipated schedule and keep the CLIENT informed on the project schedule. The CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control. If actions by others affect the anticipated schedule, J-U-B will keep the CLIENT informed of these actions so adjustments can be made, if necessary.

PART 3 - BASIS OF FEE

- A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

- B. The fee types and amounts for each task are presented in the following table.

Task Number	Task Name
001	Project Administration and Communications
002	Data Collection, Analysis, & Condition Assessment
003	Collection System Evaluation, Prioritization, & Alternatives Development
004	Implementation Plan Development
005	Draft PER
006	Agency Submittal of PER
007	Final PER for Council Adoption
TOTAL NOT TO EXCEED (T&M) \$ 50,000	

The Fee Estimate Not to Exceed limit is for the total of all tasks. Fees for individual task will vary based on the level of effort involved, but not the TOTAL. J-U-B will make reasonable efforts to complete the services within the estimated budget and keep the CLIENT informed of progress to that end so that budget or work efforts can be adjusted if found necessary.